

REMARKS

I. NON-PRIOR ART MATTERS

- (a) The Office Action rejected claims 23-27 under 35 USC 112, second paragraph as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 23 has been amended to depend upon allowable claim 20 and the claims are now allowable.

II. PRIOR ART MATTERS

- (a) The Office Action rejected claims 15 and 16 under 35 USC 102(b) as being anticipated by Tipple.

Applicant respectfully traverses the rejection.

A single prior art reference anticipates a claimed invention only if it discloses each and every claim element.¹

As to amended claim 15, Applicant cannot find where Tipple discloses a multi-layer strap for a bow string release comprising: a padded layer; and a substantially non-stretchable layer overlaying the padded layer over substantially all of the padded layer. As best seen in Fig. 2 of Tipple, the stiffening member 28 overlays the soft flexible strip of material 24 only at one end of the strap.

Claim 16 contains additional elements or limitations beyond allowable claim 1 and is also allowable.

- (a) The Office Action rejected claims 18 and 19 under 35 USC 102(b) as being anticipated by Summers.

Applicant respectfully traverses the rejection.

A single prior art reference anticipates a claimed invention only if it discloses each and every claim element.²

¹ *Structural Rubber Prod. Co. v. Park Rubber Co.*, 749 F.2d 707, 223 USPQ 1264 (Fed. Cir. 1984)

² *Structural Rubber Prod. Co. v. Park Rubber Co.*, 749 F.2d 707, 223 USPQ 1264 (Fed. Cir. 1984)

As to claim 18, Applicant cannot find where Summers discloses a strap for a bow string release comprising a first end of said strap, a second end of said strap, said first end and said second end in a semi-closed relationship.

Applicants are free to be their own lexicographers and use terms in a manner other than their ordinary meaning, as long as the special definition is clearly stated in the patent specification or file history.³

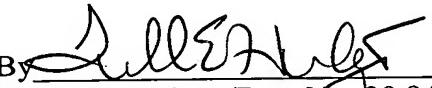
Applicant defines “semi-closed relationship” at page 6, lines 9-13, as follows:

Referring now to Fig. 3, the strap 12 is shown in a semi-open position. In this position, the archer has initially placed his wrist into the strap 12, but has not yet coupled the receiver pin 46 into any one of the holes 40...

Under this definition, Summers does not disclose a semi-closed relationship, because placing the pin into the middle hole of the buckle (as the Office Action suggests) contradicts the definition of “semi-closed.” Without placing the pin into one of the holes of the buckle, the strap of Summers cannot be maintained in a semi-closed position.

With the amendments made herein, Applicant respectfully requests the allowance of all claims and the issuance of a Notice of Allowance.

Respectfully submitted,

By 
Gerald E. Helget (Reg. No. 30,948)
Nelson R. Capes (Reg. No. 37,106)
Briggs & Morgan P.A.
80 South Eighth Street
2200 IDS Center
Minneapolis, MN 55402
Telephone: (612) 977-8480

³ Vitronics Corp. v. Conceptronics, Inc., 90 F.3d 1576, 39 USPQ2d 1573 (Fed. Cir. 1996)